

North Dakota Department of Transportation

INVITATION TO BID

NDDOT Contract # 50130502

Bid Number: 988-89-13-050	Bid Opening Date & Time: 04/15/2013 02:00 PM
Items: Weed Spraying ROW	Buyer: Marilyn Langehaug
Bid Mailing Address: Rm. 222, 608 East Boulevard Avenue	Telephone Number: 701-328-4466
City, State, Zip: Bismarck, ND 58505-0700	Email: mlangehaug@nd.gov
Contract Period: 05/01/2013 TO 04/30/2014	Date Prepared: 03/21/2013

BID RESPONSE

Please submit your bid response on the attached forms in conformance with the instructions and specifications in the NDAC 04-12-01 – 04-12-16. One copy of your bid response must be returned to the North Dakota Department of Transportation (NDOT) prior to the time and date specified for the bid opening. Bid responses received after the time and day specified for the bid opening will be rejected. Mark envelope with word "BID" and the opening time and date. **If your bid response is accepted by NDDOT, then your bid response will constitute a binding contract.**

CONTRACT

This contract is made and entered into by and between NDDOT for the state of North Dakota (hereinafter state) and

Vendor Name <u>Walker Landscaping + Const. LLC</u>	Vendor Address <u>610 15th ST SE Rugby ND 58368</u>
---	---

(hereinafter vendor). In consideration of and for the acceptance by the state of the offer made by the vendor pursuant to the bid response, the vendor agrees and promises to sell, furnish, and deliver to the state, at the time, places, and prices specified in the bid response, all goods, merchandise, supplies, commodities, equipment, or other items contained in the bid response and for which the vendor has been awarded this contract by the state. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the bid response including all specifications, rules, or regulations mentioned therein, and shall comply with all applicable provisions of the NDAC 04-12-01 – 04-12-16 promulgated by the State Purchasing Division; such manual being made a part of this contract by reference. The Risk Management Appendix and Civil Rights Appendix, both attached, are hereby incorporated into and made a part of this agreement.

The following must be completed by the vendor; failure to do so may result in the rejection of the vendors bid proposal.

Vendor Name <u>Walker Landscaping + Construction LLC</u>		
Mailing Address <u>610 15th ST SE Rugby N.D 58368</u>		
Telephone Number <u>701-263-1500</u>	Fax Number	E-mail Address <u>Walker58761@yahoo.com</u>

David Walker - owner
Name & Title (Type or Print)

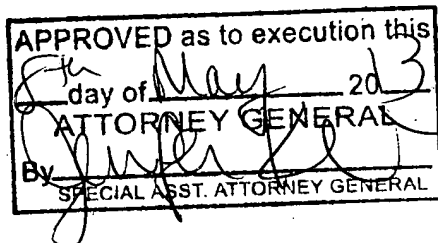
David Walker
Signature

03/24/2013
Date

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer or bid may be rejected. (if signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

FOR ND DEPARTMENT OF TRANSPORTATION USE ONLY Accepted by the state according to provisions of award.

Authorized Signature <u>Grant Levi</u>	Date <u>5/8/13</u>
Recommended for approval <u>Mike Kiese</u>	Date <u>4-30-13</u>
	Approximate contract amount <u>\$18,000.00</u>



CMS
SLA 7439 (Rev. 5/07)

MAILING INSTRUCTIONS

Mail only one completed and signed request for bid document per envelope, unless instructed otherwise. Request for bid documents not signed or received after the date and time specified in the request for bid will be rejected.

BID IS: ☒ SEALED ☐ OPEN

Address the envelope containing your response in the following manner:

BID NUMBER - 988-89-13-050
BID OPENING DATE - April 15, 2013; 2:00 PM Central
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
PROCUREMENT, ROOM 222
608 E BOULEVARD AVE
BISMARCK ND 58505-0700

BIDDERS INSTRUCTIONS

1. **Acceptance/Rejection/Waiver.** The state of North Dakota reserves the right to accept or reject any or all bids and to waive minor irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the state.
2. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability/handicap.
3. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodations can be made.
4. **Alterations and/or Corrections.** The person signing the bid response must initial any or all manual alterations and/or corrections to the bid response. Those bid responses with alterations and/or corrections that are not initialed may be rejected.
5. **Award.** Award will be made to a responsive, responsible bidder with the lowest price considering conformity with specifications, terms of delivery, quality, and serviceability. NDDOT reserves the right to consider bids varying in minor respects from any specific requirements herein, but judged to meet the intent of this request.

Contracts are not awarded at the bid opening. Bid responses will be firm for 30 days, unless stated otherwise.

6. **Awards, Splitting of.** The state reserves the right to make awards by item, groups of items, or on the total low bid for all the items specified as indicated in the detailed specifications. Bidders interested only in the total low bid for all items are to state 'all or nothing' on their bid response.

7. **Bidder Checklist.** HAVE YOU REMEMBERED TO:

- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid.
- Mark envelope as indicated.
- Review Standard Terms and Conditions contained in this solicitation.
- Sign your bid on the cover sheet.
- Initial all bid/pricing changes you made.
- Bid responses must be submitted in ink or type written.
- Review and complete all requirements contained in this solicitation to ensure compliance.

8. **Bidder's Responsibility and Late Bids.** It is the bidder's responsibility to ensure that a bid response is physically deposited with the NDDOT Procurement Office prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected and returned regardless of the degree of lateness or the reasons. It is the bidder's responsibility to comply with the State of North Dakota's laws and regulations.

DW

9. **Bid Summary.** Bid summaries are available when the bid has been awarded. When bids are issued using the State's electronic bidding system, the bid summary will be posted and available for download from:
<http://www.nd.gov/spo/>

Bid summaries will be mailed to those bidders who supply a self-addressed, stamped envelope with their bid response. A copy of the bid summary may also be obtained by visiting the NDDOT Procurement Office during normal working hours.

10. **Bid Bond.** Waived in this instance; however, bidder(s) failing to enter into a contract with this office, upon notification of award, may be subject to removal from the bidder's list.

11. **Clarifications, Bid Changes and Questions Deadline.** The Procurement Officer is the point of contact. Any irregularities, lack of clarity, requested bid changes and all questions regarding this bid and the procurement process must be addressed to the Procurement Officer referenced on the first page of this document not later than end of business April 4, 2013 (Contact information is indicated on cover page). If a bid amendment is required, it will generally be issued after this date.

The bidder is cautioned that the requirement of this solicitation can be altered only by written amendments and that verbal communications from whatever source are of no effect.

12. **Definitions.**

- Bidder - any person or firm submitting a competitive bid in response to a solicitation.
- Bid summary - a summary of all bid responses received by the NDDOT Procurement Office.
- Bid response - the executed document submitted by a bidder in response to a solicitation.
- Contract - a deliberate written agreement between two or more competent persons to perform specific act or acts.
- Contractor - any person or firm having a contract with a governmental body.
- Solicitation - the process of notifying prospective bidders that the state wishes to receive bids for furnishing goods or services.

13. **Deviation from Specifications Supplied by NDDOT.** Unless otherwise indicated by the bidder, it will be assumed that specifications will be met in all respects. Any deviation from the minimum specifications indicated herein must be clearly pointed out PRIOR TO THE DEADLINE FOR RECEIPT OF QUESTIONS; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the bidder will be held responsible.

14. **Electronic & Facsimile Bids.** Bid responses are not to be email attached or faxed to the NDDOT unless this transmittal method has been authorized by the Procurement Officer or bid document. (Contact the Procurement officer regarding additional requirements and exceptions.) Bid responses electronically submitted or faxed may be rejected as non-responsive.

15. **Freight/F.O.B. Destination.** Freight and transportation charges are to be included in the price of the products, unless otherwise specified in the solicitation. (F.O.B. - Free On Board).

16. **Indemnification.** The attached Risk Management will be incorporated into the contract. The successful Bidder may be required to furnish proof of insurance, as detailed in the Risk Management Appendix.

17. **Multiple Bid(s).** Bidders may submit more than one bid response(s) for the item(s) specified in the solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.

18. **Negotiation.** NDDOT reserves the right to negotiate with the successful bidder to ensure the best possible consideration is afforded to all concerned.

19. **Open Records.** After award, bid documents will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately. Those interested in reviewing the bid file, are to make arrangements, with the NDDOT Procurement Office. The NDDOT Procurement Office hours are 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. Monday through Friday.

20. **Performance Bond.** Successful bidders will not be required to furnish a performance bond; however, failure to perform satisfactorily will result in the immediate termination of the contract(s) and bidders may be subject to removal from the bidder's list.

21. **Preparation of Bid.** Bids will be accepted on NDDOT forms only. If the document is located on the State Procurement Office website, then bidder is to download the document and type or write their responses as indicated by the bid document. Alteration of the bid document may be cause for bid rejection. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk.

22. **Pricing.** Unit prices are to be stated in United States currency and based on the unit of measurement specified in the solicitation, F.O.B. Destination, to the NDDOT delivery locations specified herein.

In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

23. **Protest of Award.** An interested party may protest the award within seven days after receiving notice in accordance with N.D.C.C. 54-44.4-12 and N.D.A.C. 4-12-14.

24. **Receipt of Bids.** All sealed bids received by the NDDOT Procurement Office will be opened and read in Room 222, 608 East Boulevard Avenue, Bismarck, North Dakota, at the time specified in the solicitation.

25. **Rejection.** Bid responses may be rejected if:

- The bid response is not legible.
- The bid response is not submitted on the form supplied.
- The bid response is not completed as requested.
- The bid response is completed and/or signed in pencil.
- The bid response is faxed to the procurement office.
- The bid response is not signed by an authorized company representative.
- The bid response is not responsive to the specifications or other requirements of the solicitation.
- Changes to the bid response are not initialed.
- The bid response is received after the time and date specified.
- The bidder has not met Vendor Registration requirements or is suspended or debarred.
- The bid document has been altered by the bidder.
- The bidder is determined to be not responsible (N.D.A.C. 4-12-11-04).
- The price is not fair and reasonable
- Or a combination of above.

26. **Signature.** The bid must be signed manually in ink. The name and title of the person signing the bid response must be typed or printed above the signature. The bid must be signed by **Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer** or the bid may be rejected. If signed by other authorized Corp. Officer or representative, please attach a letter signed by the Owner, Partner, Corp. Pres., or Vice Pres. indicating the individual has authority to enter into a contract on behalf of the company (or a Power of Attorney).

27. **Supplemental Terms and Conditions.** Bids including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with any conditions contained in this ITB or that diminish the State's rights will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award.

After award of contract:

- a) If a conflict arises between a supplemental term or condition included in the bid and a term or condition of the ITB, the term or condition of the ITB will prevail, and,
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the bid, the supplemental term or condition will be considered null and void.

Changes, modifications, additions, or alterations to the bid document could be cause for rejection of the submitted bid at the sole discretion of the NDDOT. Contact the Procurement Officer in writing prior to the deadline for clarifications.

28. **Taxes.** The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-0309764.

29. **Vendor Registration.** Bids will be accepted from bidders who are not currently Approved Bidders for the State of North Dakota; however, the successful bidder may be required to become approved prior to award, in accordance with N.D.C.C. 54-44.4-09. To become an Approved Bidder, you must: 1) register with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidder List Application to the ND State Procurement Office. Registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. Contact the ND State Procurement Office at 701-328-2683 or infospo@nd.gov for assistance.

30. **Withdrawal or changes to a bid response prior to the bid opening date and time.** A bidder may withdraw or make a change to his bid response prior to the bid opening date and time. The request to make a change or withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

31. **Withdrawals after the bid opening date and time.** Withdrawals after the bid opening will be allowed only upon written approval from the NDDOT Procurement Office. Vendors continually withdrawing bids after the bid opening may be removed from the Vendor Database.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Preparation of Bid:** Bids will be accepted on NDDOT forms only. Bidder's shall initial each page bottom where indicated. Bidders are cautioned to examine specifications and all instructions. Failure to do so will be at the bidder's risk. Any irregularities or lack of clarity in the invitation for bid must be brought to the attention of the Procurement Officer (Telephone 701-328-4466, Fax 701-328-0310) as soon as possible not later than the date set for questions and objections.

2. **Contract Administrator:** After the contract has been awarded, the Contractor will work with the Contract Administrator assigned. Invoices are to be submitted to the Contract Administrator unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment. For this contract the administrators are:

Walt Peterson– Burke, Divide, and Williams Counties
Williston District Engineer
605 Dakota Parkway W
P.O. Box 698
Williston, ND 58802-0698
701-774-2710, wpeterso@nd.gov

Bob Allen –McLean County
Minot Asst. District Engineer
1305 Hwy 2 Bypass East
Minot, ND 58701-7922
701-857-6911, boallen@nd.gov

Richard Sampson – Griggs County
Grand Forks District Maintenance
1951 N Washington
P.O. Box 13077
Grand Forks, ND 58208-3077
701-784-6507, rsampson@nd.gov

3. **Applicable Law and Venue.** Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

4. **Binding Contract.** The acceptance of a bid response in writing by the purchasing agency constitutes a contract between the bidder and the State. Written acceptance from the purchasing agency will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a State employee or purchasing agency will have no force or effect unless reduced to writing.

5. **Compliance with Laws, Nondiscrimination and Affirmative Action.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations and policies, including those relating to nondiscrimination, affirmative action, accessibility and civil rights including Title VI of the Civil Rights Act of 1964. The contractor agrees to file all required reports on time, to make required payroll deductions, and to pay all taxes and premiums owed on time, including sales and use taxes and unemployment compensation and workers' compensation premiums. The contractor shall have and keep current at all times during the term of this contract all licenses and permits required by law.

6. **Contract Amendments, Waivers.** After a binding contract has been entered into, no changes (i.e. additions, substitutions, subcontracting or a price adjustment) may be made, unless prior approval has been obtained from the purchasing agency and Procurement Officer.

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

7. **Contract Term and Renewal Option.** The NDDOT will enter into a contract with an effective date **beginning May 1, 2013 and ending April 30, 2014**, inclusive. This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract for a period of twelve (12) months each, not to exceed thirty-six (36) months total. Renewals will be documented by amendment.

The NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

8. **Contract Termination.**

a. **Termination without Cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. **Termination for Lack of Funding or Authority.** The State may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. **Termination for Cause.** The State by written notice of default to the contractor may terminate the whole or any part of this contract:

- i. If the contractor fails to provide services required by this contract within the time specified herein or any extension thereof; or
- ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms and after receipt of written notice from the State, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
- iii. The rights and remedies of the State provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

- d. **Termination, Deliveries.** If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Agency or Entity.

9. **Contract Price Adjustment:** The Contract Unit Prices shall be firm for the twelve (12) months of the contract period. On an annual basis, all unit prices may be subject to price adjustment (increase / decrease). The request for a price adjustment shall be submitted to the Procurement Office at least forty five (45) days before the scheduled contract expiration date and must include justification for the proposed change. The Procurement Officer will respond as follows:

- 1) The request may be granted,
- 2) The contract may be cancelled and solicitation may be re-advertised, or
- 3) The contract may be continued without change.

If a price increase is approved by the NDDOT, the date the increase will be effective along with the new unit prices will be included in an amendment document. Approval of any price increase renews the twelve month firm price period.

The State shall also be advised of and receive the benefit of any price decrease. The same notification and review process will apply to a decrease in cost.

10. **Materials and Workmanship.** All material and workmanship shall be subject to inspection and testing at the discretion of the purchasing agency.

11. **Inspection and Investigations.** The State reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services to make determinations regarding compliance with the bid requirements and responsibility of the bidder.

12. **Billing and Payment Procedures:** Invoices are to be submitted to the Contract Administrators unless otherwise instructed. Failure to submit correct invoices to the appropriate NDDOT office may delay contractor payment.

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. All invoice and payment inquiries must be directed to the purchasing agency.

13. **Subcontracts, Assignment:** The contractor shall not subcontract, assign or transfer the contractor's interests or duties under this contract without express written consent of the purchasing agency.

14. **Successors in Interest:** The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. **Notification Required:** The Contractor shall notify NDDOT 24 hours in advance of the starting time of the anticipated schedule. Contract Administrators may be contacted between the hours of 7:00 AM – 4:30 PM, Monday through Friday.

All NDDOT offices will be closed in recognition of State holidays. Any day declared a holiday by the President or Governor will also be recognized by office closure.

**North Dakota Department of Transportation
Right-of-Way Noxious Weed Spraying
For the following counties
BURKE, DIVIDE, WILLIAMS, MCLEAN AND GRIGGS**

The intent of this bid is to obtain services for the control or eradication of all invasive/noxious weeds within the North Dakota Department of Transportation's highway right-of-way in accordance with all state and federal laws and regulations.

The NDDOT currently contracts with the County Weed Boards to accomplish noxious weed control and intends to continue that practice where feasible. The NDDOT has identified a limited need to procure weed spraying services for Burke, Divide, Williams, McLean and Griggs Counties.

Miles Of State Roadway To Be Sprayed

	2-Lane	4-Lane
BURKE	130.1	0
DIVIDE	118.3	0
WILLIAMS	190	55
MCLEAN	230.3	79.2
GRIGGS	83	0

1. The area to be covered is the entire right-of-way from the roadway paved shoulder edge to the fence line or outer right-of-way line on both sides of the roadway. The bidder will be responsible for identification and control of weeds by the "Spot Spray" method. A map is provided of the state roadways in the county.
2. The North Dakota State University Extension Service is responsible for the certification of applicators in North Dakota. All providers responding to the bid must be certified under the NDSU Extension Service program. Please submit copies of certification documents for each applicator.
3. Offerors who respond to the ITB must comply with the current applicable State law and regulations. (See <http://www.ag.ndsu.nodak.edu/aginfo/pesticide/laws.htm>)
4. The NDDOT Right-of-Way spraying requirements will vary dependent upon weather conditions, weed type, quantity of weeds, physical area and geographic location.
5. The bidder shall identify areas not sprayed due to: standing water or soil too wet to spray, mowed, sensitive crop, etc.
6. All herbicides shall be applied in accordance with the manufacturer's recommendations.
7. Pickups and trucks with spray booms or boomless nozzles can be used for large open areas of rolling terrain. ATV sprayers with booms or boomless nozzles or hand application are preferred for rough terrain so as not to tear up roadsides. Pickups with hand spray hoses should have a minimum of 200 feet of hose to reach to the outer edge of the Right-of-Way.
8. Equipment will be required to follow the NDDOT Traffic Control Requirements for Operations on Highways and Streets. A 360 degree amber flashing beacon is required for mobile operations on the shoulder and in the right-of-way. Sprayers will be required to move in the direction of the normal traffic flow.
9. The bidder will be responsible for addressing and settling any and all complaints received from the public arising from the application of the right-of-way.
10. Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify the names of the subcontractors and the portions of the work the subcontractors will perform. Subcontractors are subject to the same conditions and terms as the Contractor, including insurance certification. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the NDDOT District Office.

BIDDER D. Walker
Walker Landscaping & Construct

11. The bidder shall provide all equipment, labor, water, herbicide, etc. to complete the work. The bidder will not be paid for travel time, water fill, or other incidental items. The bidder will be paid a rate per hour for spray time only which shall be tracked on daily spray records. Herbicide will be reimbursed at cost per application to complete the work. Contractor will be required to supply supporting documentation for Herbicide cost reimbursement.
12. Billing must consist of an invoice which can be submitted monthly or upon project completion. The invoice shall be accompanied by SFN 17825, attached, with complete daily spray records (Or an approved equal, generated by computer and containing the same information). No payment shall be made until approved by NDDOT. Payment is for work performed to the satisfaction of NDDOT. Inadequate treatment will require reapplication of herbicides at no additional cost to NDDOT.
13. Daily records documenting spraying activities for all roads shall be recorded using form SFN 50020 (3-96) attached. The records shall be submitted upon project completion with the invoice to receive payment.
14. The attached Risk Management Appendix is hereby incorporated and made a part of this bid.
15. Bidders must provide THREE names with contact information from businesses/agencies for which they currently provide services of a similar nature that will act as references. The State reserves the right to contact any references provided by the bidder and to use that reference response in the determination of award. Bidders are invited to provide letters of reference from previous customers.
16. Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein.
17. The award may be split by County. More than one County may be awarded to any successful offeror. Any bidder who wishes to receive the entire award or no award at all, must so state.
18. The NDDOT has determined an acceptable spraying season contract amount for each County. Contractors may not exceed this amount without the approval of NDDOT.

Seasonal Contract Amount By County

BURKE COUNTY	\$ 9,000.00
DIVIDE COUNTY	\$ 9,000.00
WILLIAMS COUNTY	\$ 17,000.00
MCCLEAN COUNTY	\$ 10,000.00
GRIGGS COUNTY	\$ 7,500.00

19. Service Representative. The contractor must provide a dedicated customer service representative to provide support for this contract. The contractor shall notify the Procurement Officer in the event the representative is changed.

NAME: DAVID Walker
(Name of person servicing this contract)

BUSINESS NAME: Walker Landscaping + Construction LLC

MAILING ADDRESS: 610 15th ST SE 1

CITY & STATE: Rugby ND ZIP CODE: 58368

PHONE NUMBER: 701-263-1500 TOLL FREE: _____

FAX NUMBER: _____ E-MAIL: Walker58761@yahoo.com

BIDDER DWall
WALKER Landscaping + CONST. LLC

BID RESPONSE

EMPLOYEE CERTIFICATION INFORMATION REFERENCE – SCOPE OF WORK, PARA. 2		
EMPLOYEE NAME	CERTIFICATION NUMBER Attach copies of certificates	EXPIRATION DATE
David Walker	15407	April 2014
Kenneth Schmalz	10041691	April 2014
Terry Johnson	10010056	April 2014
Milo Johnson	10010058	April 2014
Bill Solometo	10010054	April 2014
Crystlynn Walker	10055265	April 2014

IDENTIFICATION AND WEED CONTROL USING THE 'SPOT SPRAY' METHOD REFERENCE – SCOPE OF WORK, PARA. 11		
ITEM	COUNTY	BID PRICE PER SPRAY HOUR
1	BURKE	\$ 50.00
2	DIVIDE	\$ 55.00
3	WILLIAMS	\$ 145.00
4	MCLEAN	\$ 65.00
5	GRIGGS	\$

Bid Item 6 - OPTION 1 – GPS REPORTING

The successful bidder shall provide a record of GPS locations of spraying work while in progress. All data consistent with form SFN 50020 shall be provided along with a map at the time invoice is submitted for payment.

Indicate any additional cost for this reporting level: \$ -0- per Hour - Add to Spray Hour Rate

3 REFERENCES WITH CONTACT INFORMATION SUPPLIED YES ☒ NO ☐

ATTACHMENTS:

Risk Management Appendix
SFN 50020 – Right-of-Way Records Daily Report
SFN 17825 – Weed/Grasshopper Control Program

BIDDER David Walker
Walker Landscaping & Const LLC

WALKER LANDSCAPING & CONSTRUCTION LLC

PO BOX 344

RUGBY NORTH DAKOTA 58368

REFERENCES:

WARD COUNTY WEED CONTROL

PO BOX 5005

MINOT ND 58701

DERRILL FICK -WEED OFFICER

701-720-2436

701-852-1970

LINDBERG BROS INC

PO BOX 2115

JAMESTOWN ND 58402

JOHN LINDBERG

701-252-0272

Pierce County
Dwayne Brossart
2690 78th ST NE
Barton N.D. 58384

701-776-2324

ID & Name: 10010054 SOLOMETO BILL F

City, State: MOHALL, ND

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2014
GROUND CORE	April 1st 2014
ORNAMENTAL TURF	April 1st 2005
RIGHT OF WAY	April 1st 2014

ID & Name: 15407 WALKER DAVID J

City, State: RUGBY, ND

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2014
GROUND CORE	April 1st 2014
ORNAMENTAL TURF	April 1st 2008
RIGHT OF WAY	April 1st 2014

ID & Name: 10055265 WALKER CRYSLYNN

City, State: RUGBY, ND

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
GROUND CORE	April 1st 2014
RIGHT OF WAY	April 1st 2014

ID & Name: 10010056 JOHNSON TERRY O

City, State: LANSFORD, ND

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2014
GROUND CORE	April 1st 2014
ORNAMENTAL TURF	April 1st 2008
RIGHT OF WAY	April 1st 2014

ID & Name: 10010058 JOHNSON MILO D

City, State: LANSFORD, ND

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
AG PEST CONTROL	April 1st 2014
GROUND CORE	April 1st 2014
ORNAMENTAL TURF	April 1st 2008
RIGHT OF WAY	April 1st 2014

ID & Name: 10041691 SCHMALTZ KENNETH L
City, State: RUGBY, ND

Pesticide Category	Expiration Date
All certifications expire April 1 of the year listed	
GROUND CORE	April 1st 2014
RIGHT OF WAY	April 1st 2014



RIGHT OF WAY RECORDS DAILY REPORT
 NORTH DAKOTA DEPARTMENT OF AGRICULTURE
 PESTICIDE AND FERTILIZER DIVISION
 SFN 50020 (2-2013)

County/Township		Equipment	Date
Name of Applicator	Certification Number	Name of Driver	

									Daily Start Time	Daily Stop Time
Time (Hourly)										
Temperature (Hourly)										
Wind (Velocity)										
Wind (Direction)										
To N,E,S, or W Edge of Section OR Mile Marker										
To N,E,S, or W Edge of Section OR Mile Marker										
On N, E, S, or W Edge of Road										
Gallons Diluted Material Used										
Weeds Controlled										
Acres/Square Feet										

Load Number				
Chemical # 1				
Supplier of Pesticide				
EPA Reg Number Chemical # 1				
Chemical # 2				
Supplier of Pesticide				
EPA Reg Number Chemical #2				
Carrier Gallons				
Total				

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Applicator Signature

RANGE

North Dakota Department of Transportation, Maintenance & Engineering Services

County	District Location	Weed	Grass Hopper
--------	-------------------	------	--------------

[illegible]

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.



Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 5-09



North Dakota Department of Transportation

AMENDMENT TO CONTRACT NO. 50130502

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Walker Landscaping and Construction LLC, hereinafter known as the Contractor, whose address is 610 15th Street SE, Rugby, ND 58368.

WHEREAS, the parties entered into a contract on May 1, 2013; and

WHEREAS, the contractor, who has performed satisfactorily, has expressed a willingness to extend the term of the above referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through April 30, 2015.



CMS

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Cryslann Walker
NAME (TYPE OR PRINT)
Cryslann Walker
SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Walker Landscaping & Const LLC
COMPANY NAME
DAVID Walker
OFFICER'S NAME (TYPE OR PRINT)
David Walker
SIGNATURE
Owner
TITLE
3/13/2014
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)
Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

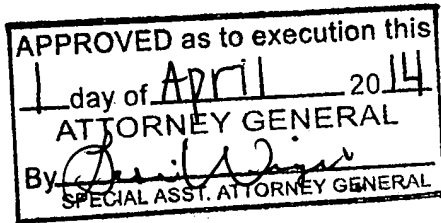
Grant Levi

for the DIRECTOR (TYPE OR PRINT)
Darcy R. Rosenblat Dep. Dir.
SIGNATURE
02 APR 2014
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)
Brad Darr
SIGNATURE
3-31-14
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



NDDOT Contract No. 50130502A

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50130502**

Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Walker Landscaping and Construction LLC, hereinafter known as the Contractor, whose address is 610 15th Street SE, Rugby, ND 58368.

WHEREAS, the parties entered into a contract on May 1, 2013; and

WHEREAS, the contractor, who has performed satisfactorily, has expressed a willingness to extend the term of the above referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through April 30, 2015.



North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 50130502
Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Walker Landscaping and Construction LLC, hereinafter known as the Contractor, whose address is 610 15th Street SE, Rugby, ND 58368.

WHEREAS, the parties entered into a contract on May 1, 2013; and

WHEREAS, the Contractor has performed satisfactorily; and

WHEREAS, the Contractor has expressed a willingness to extend the term of the above-referenced contract for an additional twelve (12) month period; and

NOW THEREFORE, the Contractor and NDDOT agree that the term of the contract is extended through April 30, 2016.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Crysllyn Walker
NAME (TYPE OR PRINT)
Crysllyn Walker
SIGNATURE

To be signed by Owner, Partner, Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

Walker Landscaping + Construction LLC
COMPANY NAME
David Walker
OFFICER'S NAME (TYPE OR PRINT)
David Walker
SIGNATURE
Owner
TITLE
2/16/2015
DATE

WITNESS:

Sandra Goebel
NAME (TYPE OR PRINT)
Sandra Goebel
SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

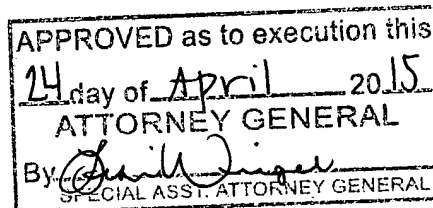
Grant Levi

Grant Levi
DIRECTOR (TYPE OR PRINT)
Grant Levi
SIGNATURE
4/24/15
DATE

APPROVED as to substance by:

Brad Darr
DIVISION DIRECTOR (TYPE OR PRINT)
Brad Darr
SIGNATURE
4-16-15
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03





April 26, 2013

North Dakota Department of Transportation

Grant Levi, P.E.
Interim Director

Jack Dalrymple
Governor

WALKER LANDSCAPING & CONSTRUCTION LLC
ATTN: DAVE WALKER, OWNER
610 15TH ST SE
RUGBY ND 58368

Dear Contractor:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve contractors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that contractors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax and mail it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Sincerely,

Shannon Sauer, Division Director
Financial Management Division

BID NO. 988-89-13-050

WALKER LANDSCAPING & CONSTRUCTION LLC hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 4-27-2013

David Walker - owner

Type or Print Name & Title

David Walk

Signature

608 East Boulevard Avenue • Bismarck, North Dakota 58505-0700
Information: (701) 328-2500 • FAX: (701) 328-0310 • TTY: 1-800-366-6888 • www.dot.nd.gov

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		Date: 5/3/13				
PRODUCER Nodak Mutual Insurance 710 31st Ave SW, Suite 1 Minot, ND 58701		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
		COMPANIES AFFORDING COVERAGE				
		COMPANY A	Nodak Mutual Insurance Company			
		COMPANY B				
		COMPANY C				
		COMPANY D				
INSURED Walker Landscaping & Construction LLC PO Box 344 Rugby, ND 58368						
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (mm/dd/yy)	POLICY EXP DATE (mm/dd/yy)	LIMITS	
A	GENERAL LIABILITY	BPND 926	11/01/2012	11/01/2013	EACH OCCURRENCE	\$1 Million
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY FORM				DAMAGE TO RENTED PREMISES (Each occurrence)	\$300,000
	<input checked="" type="checkbox"/> PER OCCURRENCE				MED EXP (Any one person)	\$5000
	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY				PERSONAL & ADV INJURY	\$1 Million
					GENERAL AGGREGATE	\$2 Million
					PRODUCTS-COMP/OP AGG	\$2 Million
A	AUTOMOBILE LIABILITY	CAND 775	11/01/2012	11/01/2013		
	<input checked="" type="checkbox"/> ANY AUTO				CSL	\$1 Million
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (Priv Pass)					
	<input checked="" type="checkbox"/> ALL OWNED AUTOS (Not Priv Pass)					
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> GARAGE LIABILITY					
A	EXCESS LIABILITY	ELND				
	<input checked="" type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	
A	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The State of North Dakota & its Agencies Officers & employees (state) are included on the General Liability & Automobile policy as additional insureds. Waiver of Subrogation applies.						
CERTIFICATE HOLDER <input checked="" type="checkbox"/> Certificate holder is also additional insured North Dakota DOT Attn: Marilyn Langehaug 608 E Boulevard Ave Rm # 222 Bismarck, ND 58505-0700			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.			
			AUTHORIZED REPRESENTATIVE Name: Lana Bowers Agent #: 8120			